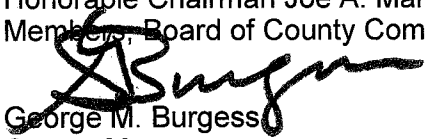


# Memorandum

MIAMI-DADE  
COUNTY

**DATE:** June 15, 2005

**TO:** Honorable Chairman Joe A. Martinez and  
Members, Board of County Commissioners

**FROM:**   
George M. Burgess  
County Manager

**SUBJECT:** Police Department Mutual Aid Report

COSHAC  
Agenda Item No. 7 (F)

The following report has been prepared in response to directives from Commissioner Rebeca Sosa at the May 11, 2005 Community Outreach, Safety and Healthcare Administration (COSHAC) committee meeting regarding current mutual aid and interlocal agreements between the Miami-Dade Police Department (MDPD) and municipalities within Miami-Dade County.

On September 9, 2004, the Board of County Commissioners approved resolution R-1096-04 authorizing the County Manager to enter into Mutual Aid Agreements with municipalities in Miami-Dade County. Since then, all 34 municipalities have signed the same attached agreement, which provides for the requesting and rendering of assistance for routine and emergency law enforcement operations. These agreements remain in effect for five years and expire on January 1, 2010.

These agreements establish a preplanned framework for police operations during a time period when the occurrence of law enforcement problems and/or other natural or man-made conditions are likely to be beyond the control of the services, personnel, equipment or facilities of MDPD or the participating municipal police departments. Although these agreements do not specify minimum standards or thresholds, they do stipulate that the assistance will be provided by certified law enforcement employees as provided in Chapter 943, Florida Statutes. The minimum standards for all law enforcement organizations in Florida resides with the Florida Department of Law Enforcement and is beyond the purview of MDPD. Also included within the agreements, is the understanding that the political subdivision having financial responsibility for the law enforcement agency providing the mutual assistance shall be responsible for the cost of their personnel, equipment and potential loss or damage.

There are also numerous Memorandums of Understanding signed by MDPD with local law enforcement agencies, as well as state and federal agencies, for the purpose of forming investigative partnerships. Some examples of those investigative partnerships involving MDPD are as follows:

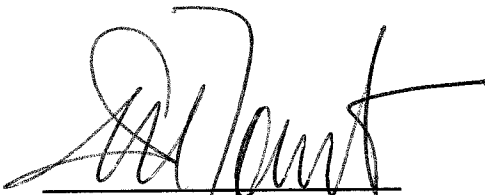
- South Florida Gang Task Force
- Auto Theft Task Force
- Joint Terrorism Task Force
- Cargo Theft Task Force
- South Florida Environmental Crimes Task Force
- Miami River Enforcement Group
- Russian/Eurasian Crime Task Force

*Honorable Chairman Joe A. Martinez and Members,  
Board of County Commissioners  
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There is a marked difference between mutual aid and other countywide enforcement initiatives supported by countywide general fund. The much recently publicized enforcement initiatives conducted in the City of Opa-Locka, as well as in other municipalities on a routine and rotating basis, consisted of our Robbery Intervention Detail, the Tactical Narcotics Team and Warrants Bureau. MDPD conducts such operations daily throughout Miami-Dade County as part of our countywide crime suppression efforts.

MDPD will continue to work with all law enforcement partners to make Miami-Dade County safe and secure.

Attachment

A handwritten signature in black ink, appearing to read 'Susanne M. Torriente', written over a horizontal line.

Susanne M. Torriente  
Assistant County Manager

## MUTUAL AID AGREEMENT

Between Miami-Dade County and Participating

Municipal Police Departments

Whereas, it is the responsibility of the governments of Miami-Dade County, Florida, and the participating Miami-Dade County municipalities to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

Whereas, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Miami-Dade Police Department or the participating municipal police departments; and

Whereas, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the County of Miami-Dade and the participating Miami-Dade County municipalities; and

Whereas, Miami-Dade County and the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County, a political subdivision of the State of Florida, and the undersigned representatives, in consideration

for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement.
2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.
3. Definitions:
  - a. Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.
  - b. Agency or participating law enforcement agency: Either the Miami-Dade Police Department or the participating municipal police department.

- c. Agency head: Either the Director of the Miami-Dade Police Department, or the Director's designees; and the Chief of Police of the participating municipal police department, or the Chief's designees.
- d. Participating municipal police department: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of that municipality.
- e. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

- c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

- a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
- b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

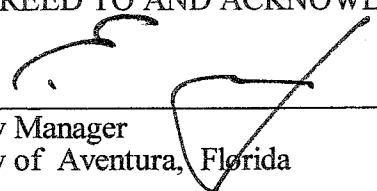
- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
  - d. All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. Indemnification: The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any

and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. Effective Date and Duration: This Agreement shall be in effect from date of signing, through and including, January 1, 2010. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

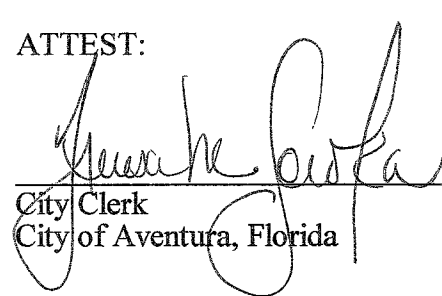
10. Cancellation: This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this 22 day of March, 2005

  
\_\_\_\_\_  
City Manager  
City of Aventura, Florida

  
\_\_\_\_\_  
County Manager  
Miami-Dade County, Florida

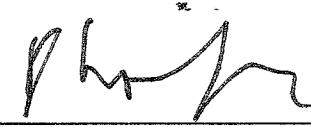
ATTEST:

  
\_\_\_\_\_  
City Clerk  
City of Aventura, Florida

ATTEST:

  
\_\_\_\_\_  
County Clerk  
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

  
\_\_\_\_\_  
City Attorney  
City of Aventura, Florida

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

  
\_\_\_\_\_  
County Attorney  
Miami-Dade County, Florida